

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Producers 88 (4-89) — Paid Up  
With 640 Acres Pooling Provision

**PAID UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 14<sup>th</sup> day of April, 2009, by and between **Holdaray Partners Limited, a Texas Partnership, and R&M Thomason Family Partnership a Texas Limited Partnership, whose addresses are 75 Shepherd Cove, Abilene, Texas 79605, as Lessors, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, Dallas, Texas 75201, as Lessee.** All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

ABSTRACT NO.: See Exhibit B attached hereto for all purposes and by reference made a part here of.

in the County of Tarrant, State of TEXAS, containing **80.85** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-five Percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of twenty five dollars (\$25.00) per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Notwithstanding anything contrary herein, it is expressly understood and agreed that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for more than a single period of up to two (2) consecutive years.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter

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arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. Lessee hereby releases and discharges Lessor and the owner of the surface estate, along with their officers, employees, partners, agents, contractors, subcontractors, guests and invitees, and their respective heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the leased premises or at the drill site or operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims, liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including those related to environmental hazards on or under the leased premises or at the drill site or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises or at the drill site or operations site; those arising from Lessee's use of the surface or subsurface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above.

13. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

14. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

15. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

17. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

See Exhibits A, B, and C attached hereto and by reference made part hereof.

**IN WITNESS WHEREOF**, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that the oil and gas lease payment, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price of different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which lessee has or my negotiate with any other lessors/oil and gas owners.

LESSOR (WHETHER ONE OR MORE)

*Holly Hays*

HOLLY HAYS

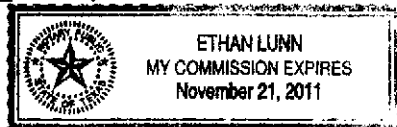
As Managing Partner for Holdaray Partners Limited

And as Manager of Thomason Management, LLC, General Partner For R&MThomason Family Partnership, LP

#### ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TAYLOR

This instrument was acknowledged before me by Holly Hays, as the Managing Partner for Holdaray Partners Limited  
on the 14th day of April, 2009, by



*Ethan Lunn*  
Notary Public, State of Texas

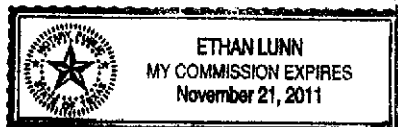
Notary's name (printed):

Notary's commission expires: Nov 21, 2011

#### CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TAYLOR

This instrument was acknowledged before me on the 14th day of April, 2009, by Holly Hays, as Manager of Thomason Management, LLC, a Texas limited liability corporation, on behalf of said corporation, as General Partner of R&MThomason Family Partnership, LP.



*Ethan Lunn*  
Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires: Nov 21, 2011

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## Exhibit A

Attached to and made a part of the Oil, Gas and Mineral Lease (the "Lease") dated 4/20/09, 2009 between Dale Property Services, LLC, as Lessee, and Holdaray Partners, Limited, a Texas Partnership and R&M Thomason Family Partnership, a Texas limited partnership, as Lessors; WITNESSETH:

18. Notwithstanding anything in the printed form (the "Form") to which this Exhibit A is attached to the contrary, this Exhibit A shall exclusively control.

19. The leased property may be pooled only as proscribed herein. Units pooled for oil hereunder shall not exceed (40) acres each. Provided that if any federal or state law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based in whole or in part on acreage per well, then any such unit may consist of that minimum number of additional acres which will permit the allocation to such unit and the well thereon of the maximum producing allowable. Lessee proposes to file a written unit designation and surveyor's plat outlining the unit as it is reflected in Exhibit C attached hereto (The Dunn 1H Well Exhibit) and describing the participating tracts in the county conveyance records in which the premises are located. The unit size for gas wells shall be up to 380 acres with a tolerance of plus or minus five (5) acres. In the event the acreage covered by this Lease is pooled with other acreage, Lessee covenants and agrees that one hundred percent (100%) of the acreage covered by this lease will be pooled into a unit not exceeding 380 acres plus or minus five (5) acres. If necessary, Lessee may alter the unit that is reflected in Exhibit C into a smaller unit, provided that Lessors' acreage is not split between unit(s). Any pooling or attempted pooling of less than all of Lessors' acreage covered by this lease shall be void and of no effect. A copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by the lease or not. For the purpose of computing the royalties and other payments out of production to which the owners of such interests shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis; thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas, or either of them so allocated to the land covered by this lease and included in the unit just as though such production were from such land.


20. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern required by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, provided that in the event of such government regulations or rulings that require changing unit or well spacing, to the extent possible, all leased acreage hereunder shall be included in a unit or units having production in paying quantities.

21. The royalties to be paid by the lessee are (a) on oil, 25% of the market value at the point of sale of all oil produced and sold from the lands covered by this lease; or, at Lessor's option 25% of the oil produced and saved in kind to be delivered to the Lessor at the wells or the credit of Lessor into the pipeline to which the wells may be connected; (b) on gas, including casing head gas or other gaseous substances produced from the said land or sold or used off the premises or for the extraction of gasoline or other products there from, the market value at point of sale of 25% of the gas so sold or used. The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition of the oil or gas produced or sold. All royalty paid to the Lessor shall be free of all expenses related to the exploration, production, and marketing of oil and gas production from the lease including, but not limited to, costs of compression, dehydration, treatment and transportation.

22. For the purpose of computing oil royalties hereunder, the market price or proceeds received by Lessee, shall include all bonus or premium amounts, in addition to posted prices, received or reasonably available to Lessee, or any affiliate of Lessee, upon resale. The royalty on gas shall be computed on the proceeds received by Lessee, in an arms length transaction with a non-affiliated third party purchaser and in no event shall the amount received by Lessor be less than the amount of total proceeds received by Lessee.

23. In the event this Lease Agreement expires for any reason, as to all or any portion of land, Lessee shall furnish Lessor promptly with a written, recordable release instrument covering the portion of the land to which this Lease Agreement has so expired.

Sign for Identification

By:   
Holly Hays, as  
Managing Partner for Holdaray Partners Limited  
And as  
Manager for Thomason Management, LLC, as the  
General Partner of R&M Thomason Family Partnership, LP

  
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## EXHIBIT "B"

(a) 77.82 acres of land, more or less, consisting of the following 7 (seven)

tracts: **Tract 1:**

.01 acres of land, more or less, being Block 1 Lot 13, Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Cabinet B, Side 1803, of the Plat Records of Tarrant County, Texas

**Tract 2:**

1.003 acres of land, more or less, being Block 1 Lot 12B, Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Cabinet B, Side 1803, of the Plat Records of Tarrant County, Texas.

**Tract 3:**

1.839 acres of land, more or less, being Block 1 Lot 12A, Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Cabinet B, Side 1803, of the Plat Records of Tarrant County, Texas.

**Tract 4:**

8.174 acres of land, more or less, out of the T. K. Hamby Survey, Abstract 815, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated January 2, 1996 between Raymond Thomason, Jr., as Grantor and Holdaray Partners Limited, as Grantee, recorded in Volume 12220, Page 759 of the Deed Records of Tarrant County, Texas

**Tract 5:**

37.046 acres of land, more or less, being all of that 38.419 acres of land, more or less, out of the D. C. Harrison Survey, Abstract 658, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated January 2, 1996 between Raymond Thomason Jr., as Grantor, and Holdaray Partners Limited, as grantee, recorded in Volume 12220, Page 759 of the Deed Records of Tarrant county, Texas.

Save and Except:

1.373 acres of land, more or less, out of the D.C. Harrison Survey, Abstract 658, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated August 14, 2003 between Holdaray Partners Limited, as Grantor, and Racetrac Petroleum, Inc., a Georgia Corporation, as Grantee, recorded in Instrument D203313106 of Deed Records of Tarrant County, Texas.

**Tract 6:**

27.3567 acres of land, more or less, being all of that 46.072 acres of land, more or less, out of the Allen Curry Survey, Abstract 375, the D. C. Harrison Survey, Abstract 658, and the T. K. Hamby Survey, Abstract 815, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated May 12, 1989 between Eastchase Investments, Inc., a Texas corporation, as Grantor, and Raymond Thomason Jr., as Grantee, recorded in Volume 9841, Page 2047 of the Deed Records of Tarrant County, Texas.

Save and Except:

18.7153 acres of land, more or less, out of the Allen Curry Survey, Abstract 375, and the D. C. Harrison Survey, Abstract 658, Tarrant County, Texas, being more particularly described in that certain deed dated December 15, 1994 between Raymond Thomason, Jr. as Grantor, and Opus South corporation, a Florida Corporation, as Grantee, recorded in Volume 11823, Page 1423 of the Deed Records of Tarrant county, Texas.

**Tract 7:**

2.393 acres of land, more or less, being a portion of Lot 3, Block 5, Eastchase Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, being all of that 4.00 acres of land, more or less, being more particularly described by metes and bounds in that certain plat dated January 18, 1995 recorded in Cabinet A, Slide 2114 of the Plat Records of Tarrant County, Texas.

Save and Except:

.655 acres of land, more or less, being Lot 3R1, Block 5, Eastchase Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat dated February 25, 1998 recorded in Cabinet B, Slide 1702 of the Plat Records of Tarrant County, Texas.

Save and Except:

.952 acres of land more or less being Lot 3R2, Block 5, Eastchase Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat dated June 14, 2004 recorded in Instrument D204198106 of the Plat Records of Tarrant County, Texas.

(b) 2.085 acres of land, more or less, consisting of the following 2 (two) tracts:

**Tract 1:**

  
HH

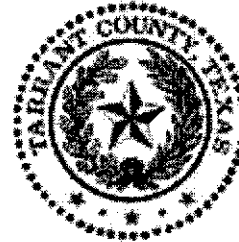
1.192 acres of land, more or less, being Block 1 Lot 11B, Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed recorded in Instrument D207111339 , of the Deed Records of Tarrant County, Texas.

**Tract 2:**

.893 acres of land, more or less, being Block 1 Lot 11A, Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that deed recorded in Instrument D207111339 , of the Deed Records of Tarrant County, Texas.

(c) .952 acres of land, more or less, being block 5 lot 3r2, out of the Eastchase Addition, an addition to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed recorded in document number d204146965 of the deed records of Tarrant County, Texas.

  
HH



DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 04/29/2009 12:06 PM  
Instrument #: D209113475  
LSE 6 PGS \$32.00

By: \_\_\_\_\_



**D209113475**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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